



Terms and conditions + privacy policy

1. **CONTRACT FORMATION** - a contract (Contract) arises between Relax and Play Pty Ltd (**Relax and Play**) and each entrant (you), party host, or any person booked in, or participating in, a treatment or service at the Relax and Play premises once your booking has been submitted (either on the Relax and Play Website at www.relaxandplay.com.au (**Site** or **Website**) or by any other means) and Relax and Play has accepted your application or booking, as appropriate. This Contract will be governed by the laws of the State of Victoria, Australia.

2. **ACCEPTANCE** - If there is any conflict between what is set out in this Contract and anything you have been told by the staff or Relax and Play over the telephone, in person, via email or otherwise, the terms in this Contract will prevail. Failure by Relax and Play to enforce any of our rights at any time for any period will not be construed as a waiver of those rights.

3. **RESPONSIBILITY FOR DAMAGE** - You are responsible for any damage which you or your guests may cause at Relax and Play, if such damage is caused by your (or their) wilful act or negligence.

4. **UNENFORCEABLE CLAUSES** - Where a provision is deemed to be invalid or unenforceable by the courts the provisions will be deleted from the Contract but such deletion will not affect the validity and enforceability of the remaining provisions. **NOTE:** The Contract will be subject to Australian Law and the Courts of Australia will have jurisdiction over any disputes in relation to it.

5. **LIABILITY** - You release Relax and Play and its directors, officers and employees from any loss or claim which you might otherwise have against Relax and Play or its directors, officers or employees for any:

- injury or loss suffered by any person, regardless of the cause;
- damage or theft to or loss of your property, regardless of the cause; or
- damage or theft to, or loss of, any property, regardless of the cause,

for any reason relating to your (and any child in your care's) attendance (in any capacity) at Relax and Play. Further, you agree to indemnify Relax and Play and its directors, officers and employees in respect of all losses, claims and damages that may be brought against Relax and Play or its directors, officers and employees as a direct or indirect result of your use of your membership of attendance at our venue.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

WARNING: If you (or a minor under your care) participates in any activities at Relax and Play, your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you (or any minor in your care) are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.

NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

Parties and Private Hire

PAYMENT OF DEPOSIT -You must pay Relax and Play all the amounts advised to you in respect of your private hire or party with us, and you acknowledge that you are aware of all hiring fees and charges for other services and facilities associated with the use of your event at Relax and Play. You will be required to pay a 50% deposit (unless otherwise agreed) at the time of booking (and that deposit will be non-refundable).

BALANCE - The balance of the total venue hire/party fee (incl. GST) must be paid to Relax and Play no less than 10 days before the date of hire or your party (and all other details (including menu selections and final numbers) confirmed at that time. Relax and Play reserves the right to charge a 10% surcharge if payment is not received by the due date.

LATE CONCLUSION - If the function concludes after the time agreed upon confirmation of booking, then a surcharge may be applied. For private hires, 15 minutes bump out is included in your package. If you continue in the venue past the conclusion of the bump out time, you will be charged \$500 per hour, or part thereof.

CANCELLATION - If you cancel a booking after the deposit has been paid, the deposit amount will be retained as a cancellation fee. If full payment has been made prior to the cancellation, a further 20% may be retained. If the booking is cancelled within seven days of the full balance being paid, then the full amount is forfeited.

ACKNOWLEDGEMENT - If you are holding a party at Relax and Play, you are liable for the guests attending and the children invited and in the care of the person holding the party.

CLEANING - you must leave all areas of Relax and Play which are used for the event in a clean, safe and proper condition. If additional cleaning is required as a result of the way you or your guests have behaved in the venue, any associated charges will be payable by you.

DECORATIONS - Relax and Play retains the right to request the removal of any object that may damage the fabric of the building.

SMOKING - No smoking is permitted in any buildings and butts must be placed in bins and removed.

STAFF - It is a condition of hire that Relax and Play's staff be present at functions. You must comply with staff directions at all times.

Website Disclaimer / Consumer Information

The Site has been prepared on the basis of information which Relax and Play believed to be accurate and reliable at the time it was sourced. Relax and Play does not guarantee or warrant the reliability, accuracy or completeness of the information on this site.

Relax and Play Site Terms Of Use - The Site is owned and operated by Relax and Play and is hosted on a server in Australia. The use of the Site and any material or information contained in the Site (Material) is governed by the law of the State of Victoria, Australia. By using or accessing any part of the Site or the Material you agree to be bound by these terms.

Changes to the Site and Material - The Site and the Material are subject to change at any time without notice and may contain errors. Relax and Play makes no warranties or representations as to the quality, accuracy, completeness or suitability for any purpose of the Site or the Material. In particular Relax and Play does not provide you with legal, financial or other advice by means of the Site or the Material. You should obtain independent legal advice before acting on any Material. To the extent permitted by law Relax and Play excludes all warranties, whether express or implied, in relation to the Site, the Material, all links to or from the Site, and the products and services accessible thereby.

Links - The Site may contain links to other web sites. Relax and Play provides those links as a ready reference for searching the internet and not as an endorsement of those web sites, their operators or the goods and services that they describe. Relax and Play is not responsible for and will not be liable in respect of the content or operation of those web sites or any of the goods and services that they describe. You are not permitted to link to or frame the Site without Relax and Play's express written permission.

Copyright - Copyright in the Site, the Material and all components of it is owned or licensed by Relax and Play unless otherwise indicated. You must not copy, modify or transmit any of the Material except as permitted below. You are permitted to save, print and reproduce pages from the Site (but not excerpts from pages) solely for your personal information, research or study, but you must not modify those copies and you must include a Relax and Play copyright notice "© Relax and Play" on all copies.

Trade Marks - The Site contains trademarks which may be registered or otherwise protected by law. These include Relax and Play logo and the logos of various Relax and Play estates. You are not permitted to use these trade marks.

Liability - Subject to any applicable law which cannot be excluded, Relax and Play's liability in respect of the Site and the Material is limited to resupplying the relevant Material or the reasonable cost of resupplying the relevant Material, whichever Relax and Play sees fit to provide.

Relax and Play will not in any case be liable for any direct or indirect lost profit or incidental, consequential or special damages arising out of or in connection with the Site or the Material.

PRIVACY POLICY

If you provide Relax and Play with any personal information via the Site, Relax and Play will handle that information in accordance with Relax and Play's Privacy Policy which is set out below.

GENERAL - Relax and Play is committed to the protection of your privacy. Relax and Play's Privacy Policy is based on recognised principles of information privacy protection, including the Information Privacy Principles set out in the Information Privacy Act 2000 (Vic) and the National Privacy Principles set out in the Privacy Act 1988 (Cth). As a customer or potential customer of Relax and Play, Relax and Play may seek and collect information from you to enable it to provide you with its products and/or services, and for both marketing and internal reporting purposes. This Privacy Policy tells you about your privacy rights as a Relax and Play customer or potential customer, and how Relax and Play collects, holds and uses any personal information provided by you to Relax and Play. If you wish to make any inquiries regarding this Privacy Policy you should contact our Privacy Officer on [insert phone number].

What is "Personal Information"? - "Personal information" is any information or opinion (recorded in any form) about a person, whether true or not, from which that person may be identified.

What we use your information for - We use this information to provide you with Relax and Play products and/or services.

What types of "Personal Information" do we collect? - The types of "Personal Information" which Relax and Play may obtain about a person for the purposes of marketing, to assist with internal reporting or to provide you with its products and services are:

Personal information provided by individuals by any means (including in person or via the Relax and Play website), such as:

- name and address;
- date of birth;
- contact details (which includes your telephone number);
- your gender; and
- the services/products you have purchased from us over time.

Aggregated information on the usage of Relax and Play website. When you visit the Site Relax and Play's Internet Service Provider records your visit and

logs your server address, top level domain name (ie. .com, .gov, .au), the date and time, the pages accessed and documents downloaded. Personal information provided by individuals applying for employment at Relax and Play. This information will be used for the sole purpose of assessing your application for employment.

Who do we disclose your information to? Relax and Play discloses the information of our customers and potential customers, including you, to local Council, advertising partners and contractors. Otherwise, we will not disclose any of your personal information to any other organisation or third party unless the disclosure is necessary to prevent a serious threat to the health and safety of an individual or the public or unless the disclosure is required or permitted by law.

YOUR CONSENT - We take the provision by you of your personal information to us as your consent for us to use your personal information for the purposes above (including marketing Relax and Play's services to you) but only within the limits of this Privacy Policy. If you choose to withhold your consent to our using all or part of your personal information even for these limited purposes you can do so by informing Relax and Play's Privacy Officer that you do not wish your personal information to be used for any purposes by Relax and Play.

If you choose not to consent to Relax and Play using your personal information for the purposes set out in this Privacy Policy the only negative consequence for you will be that we will not be able to inform you of our products or services. You can have access to the information Relax and Play holds about you. Relax and Play adopts a policy of open access by our customers and potential customers to their personal information. If you request access to your personal information, we will give it to you, unless giving you access would unreasonably impact upon the privacy of others, would provide access to information generated through a commercially sensitive decision-making process, would prejudice negotiations involving Relax and Play, would pose a threat to individual or public health and safety, or would otherwise be unlawful.

Keeping information about you secure and up to date - Relax and Play aims to keep your personal information secure and up to date. You can update your personal information at anytime by contacting Relax and Play's Privacy Officer on the number above. If we find we have no further need for your personal information we will remove it from our system and destroy all record

of it. We would welcome any changes to your details so as to keep our records up to date.

Your rights to limit our use of information about you - Notwithstanding anything in this Privacy Policy, you can inform us that you do not wish to receive any marketing communications from us, and Relax and Play will remove your name from all its marketing lists.

Your right to register a privacy complaint - If you feel that your privacy has not been respected or that Relax and Play has conducted itself inconsistently with this Privacy Policy in respect of your personal information, you may complain to Shaun Risse, 8676 8111 or shaun@relaxandplay.com.au

PRIVACY DISCLAIMER - This Privacy Policy is subject to the relevant legislation set out above. To the extent that this Policy provides for greater privacy protection than required by law, Relax and Play will not be liable for any loss, liability, cost, expense or damage arising as a result of it failing to meet that increased standard of privacy protection from under this Policy.

Changes to the Privacy Policy - Relax and Play reserves the right to review and amend this Policy from time to time and will notify you of any amendments by posting an updated version of the Policy on the Site.

INTELLECTUAL PROPERTY RIGHTS - Other than the content you own, under these Terms and Conditions, Relax and Play own all the intellectual property rights and materials contained in this Website.

You are granted limited license only for purposes of viewing the material contained on this Website.

RESTRICTIONS

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;

- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being access by you and Relax and Play may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

YOUR CONTENT - In these Terms and Conditions, "Your Content" shall mean any audio, video text, images or other material you choose to display on this Website. By displaying Your Content, you grant Relax and Play a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be invading any third-party's rights. Relax and Play reserves the right to remove any of Your Content from this Website at any time without notice.